

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
ALEXANDRIA DIVISION

JUSTIN BARKER

Plaintiff,

v.

LOUISIANA SCHOOL FOR MATH
SCIENCES & THE ARTS.

Defendant.

CASE NO. 1:21-cv-04419

JUDGE DRELL
MAGISTRATE JUDGE PEREZ-MONTES

STATEMENT OF UNCONTESTED FACTS

Pursuant to Rule 56.1 of the Uniform Rules of Court, defendants set forth the following facts to which there is no dispute:

1. Plaintiff has no evidence of a violation under Title VII under the Civil Rights Act of 1964.
2. Dr. Barker was hired in the fall of 2017 as an English teacher at LSMSA.
3. Dr. Barker is a female who identifies as queer.
4. Dr. Key is a female who is heterosexual and married to a man.
5. Dr. Barker did not disclose her sexual orientation to Dr. Key.
6. Dr. Barker and Dr. Key never engaged in a physical or a romantic relationship.
7. Dr. Key never asked Dr. Barker to engage in a physical or romantic relationship.
8. In June 2019, Dr. Barker signed a Professional Expectations Letter with the HR Officer at LSMSA, which formalized personal and professional boundaries between Dr. Barker and Dr. Key.

9. On February 16, 2020, Dr. Key filed a formal grievance with LSMSA stemming from continued communication by Dr. Barker in breach of the HR agreement.
10. On February 19, 2020, Dr. Barker filed her own grievance with LSMSA alleging Dr. Key created a hostile work environment insofar as Dr. Key would not “acknowledge her on a professional basis.”
11. While employed at LSMSA, Dr. Barker did not claim she was sexually harassed.
12. While employed at LSMSA, Dr. Barker did not claim Dr. Key’s actions, or inactions, stemmed from sexual or romantic feelings for Dr. Barker.
13. While employed at LSMSA, Dr. Barker received a raise annually, was promoted to Associate Lecturer, received a stipend for work at the LSMSA Writing Center, and won several grants for professional development.
14. At all pertinent times, LSMSA had in place a written policy related to sexual harassment and Title IX.
15. LSMSA provided training to Dr. Barker and all LSMSA employees on school policies annually.
16. LSMSA conducted investigations into the grievances filed by Dr. Key and Dr. Barker.
17. Dr. Key’s grievance against Dr. Barker was found to hold merit.
18. Dr. Barker’s teaching contract was not renewed for the 2020-2021 school year.

Dated: July 31, 2023

Respectfully submitted,

/s/ Sara G. White

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